

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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EMPIRE BONDING AGENCY, INC.

FILED

APR 24 2008

Plaintiff.

v.

07 CIV 5732 (GBD) (DFE)

JOE MASTRAPA, BAIL YES, INC.,
IT'S FOR ALL MEDIA GROUP, and
JOHN DOES 1-10,

ECF CASE

Defendants.

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STIPULATION AND ORDER

It is hereby stipulated and agreed by the respective parties and it is So Ordered:

1. Defendants, their principals, officers, agents, servants, employees, associates, and attorneys, and all persons acting by, through, or in active concert with them are permanently enjoined from: (a) using the designation "empire", or any "empire"-related term confusingly similar thereto as a trademark or trade name in the bail bond business, or as part of any domain name or as a metatag or keyword; or (b) doing any other act calculated or likely to cause confusion that plaintiff's services are rendered by or associated with defendants.
2. Defendants shall, within three (3) weeks of the execution of the stipulation of dismissal by counsel for both parties, transfer all right, title and interest in and to the domain names <empirebailbonds.com>; <empirebailbonding.com> and <empirestatesbailbonding.com> or any other domain name with the word "empire", to Plaintiff. Defendants shall also execute and deliver any papers, instruments, assignments, passwords, authorization codes, user IDs and member IDs, and approve any transfer requests, as Plaintiff may require in order to vest all of the right, title and interest in the domain names in Plaintiff.
3. Notwithstanding the foregoing, it is understood that Defendants may truthfully use any geographic location in advertising and promotional materials which contains "empire" to designate a location in which defendants desire to write bail bonds, as long as (a) any such usage does not emphasize the term "empire" as compared to other geographic locations in said advertising and promotional materials; and (b) said geographic location is not and is not within New York State; and (c) the term "empire" is used with another geographic identifier (e.g., Empire, Colorado).

4. Each officer of every corporate defendant and of Bail Yes Bonding Agency and AAA Bail Bonds, Inc. shall, in writing, acknowledge receipt of a copy of this Order.

5. The complaint here is withdrawn with prejudice and without costs. The counterclaims herein are withdrawn with prejudice and without costs.

6. In the event of any alleged breach, plaintiff shall give defendants and their counsel ten (10) business days written notice by certified mail to cure such breach.

7. Any dispute hereunder shall be referred to Magistrate Judge Douglas Eaton and, in accordance with provisions of 28 U.S.C. §636(c) and Fed.R.Civ.P. 73, the parties consent to have Magistrate Judge Douglas Eaton conduct any and all proceedings in this case, including the trial, order the entry of a final judgment, and conduct all post-judgment proceedings.

Dated: New York, New York

March 23, 2008

April 23, 2008

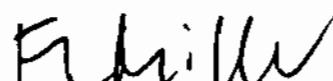
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SO ORDERED: /p. 24 2008


United States District Judge

HON. GEORGE B. DANIELS